

**REMARKS**

The office action of September 22, 2005 has been carefully reviewed and these remarks are responsive thereto. Claims 1-8, 13-16, and 52-77 remain in this application. Claims 1, 13, 58, 59, 68 and 69 have been amended to clarify their features. No new matter has been added. Reconsideration and allowance of the instant application are respectfully requested.

**Claim Rejections 35 U.S.C. § 112**

Claims 1-8, 13-16, and 52-77 stand rejected under 35 U.S.C. § 112, second paragraph as being indefinite. The office action alleges that the phrase “exchange of information providing a user interface displayed a user computer,” as recited in claims 1, 13, and 68, is indefinite. Although Applicants disagree with the office action’s allegation that the claims are indefinite, Applicants have amended the claims to clarify the recitations to which the office action objects.

Additionally, Applicants have amended claims 58 and 59 in accordance with the examiner’s suggestions to write out the acronyms EDI and XML where they first appear in the claims. In light of these amendments, claims 1-8, 13-16, and 52-77 are definite under 35 U.S.C. § 112, second paragraph.

**Claim Rejections 35 U.S.C. § 102**

Claims 1-8, 13-16, 52-58, 60, 61, 63, 65, 68, 69, 71, 73-75, and 77 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Pat. No. 6,463,419 to Kluss (hereinafter *Kluss*). Applicants respectfully traverse the rejections for at least the following reasons.

With respect to independent claim 1, Applicants have amended this claim to recite a common carrier system comprising, “a server that . . . provides a user interface displayed on a user’s computer, the user interface enabling a user to create an electronic booking request, to submit the electronic booking request *to the server which will forward said request* to at least the first entity and to receive confirmation of the electronic booking request from the first entity *as transmitted from the server*. (Emphasis added).

In contrast, *Kluss* does not disclose a system in which the charterers may create or confirm booking requests through the server. Instead, *Kluss* only teaches charterers creating and

confirming booking requests by directly communicating and negotiating with ship owners. As *Kluss* states:

A charterer having cargo requirements which match the ship owner's ship information may then contact the ship owner, e.g. via e-mail, and enter negotiations for completing a charter party contract (step 1506).

*Kluss*, Col. 9, lines 23-29. Nowhere does *Kluss* teach or even suggest a system in which charterers can create or confirm a booking request at the server. *Kluss*' charterers must directly contact shippers, presumably either through the shipper's web site or by interacting with an employee of the shipping company. Thus, *Kluss* merely provides contact information to the parties of a potential chartering transaction, and forces the parties to negotiate, contract, and confirm any chartering arrangement on their own.

This distinction is both technically and functionally significant. First, since *Kluss* does not perform any steps to create and confirm chartering contracts, other than initially providing the parties with each other's contact information, *Kluss*' server need not store and manage booking requests, confirmations, or notifications, as is described in the Applicants' disclosure. Further, unlike *Kluss*, Applicants' system provides users with a single consistent entity from which to coordinate all shipping activities. Indeed, the Applicants have pointed out many of the difficulties for a shipper which may result from having to negotiate with multiple carriers:

Since shippers typically contract with multiple carriers, the shipper is required to learn and understand a variety of different carrier idiosyncrasies. The differences between carriers is compounded as each carrier attempts automation and/or direct booking over the internet. Each carrier booking system (or platform) may be different in the look and feel as well as in the process that one requests the transport of goods. This forces each shipper to learn each carrier's platform to effectively and efficiently book a shipment of goods.

Application, page 2, lines 1-7. Thus, an important advantage of the Applicants' system is that booking requests are submitted *to the server*, so shippers may avoid the inconvenience of dealing directly with many different carriers, each of which may have different software, personnel, booking procedures, confirmation procedures, notification procedures, and other idiosyncrasies which may complicate the transaction.

Thus, for the reasons discussed above, *Kluss* does not teach or suggest a system in which a user may "submit the electronic booking request to the server which will forward said request to at least the first entity," or a system in which the user receives confirmation "as transmitted

from the server,” as recited in claim 1. Accordingly, Applicants submit that claim 1 is not anticipated by *Kluss* and is therefore allowable. Dependent claims 2-8 and 52-64 are allowable for at least the same reasons as independent claim 1, as well as based on the additional features recited therein.

Independent claims 13, 68, and 69 have been similarly amended to recite a system in which requests are made “to the server” and confirmations are received “as transmitted from the server.” Thus, claims 13, 68, and 69, as well as their respective dependent claims 14-16, 65-67, and 70-77 are allowable for the same reasons as claim 1.

### **Claim Rejections 35 U.S.C. § 103**

Claims 59, 62, 64, 66, 67, 70, and 72 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Kluss*. As discussed above, *Kluss* fails to teach or suggest a common carrier system in which the shipping entity submits an electronic booking request “to the server,” or “receives confirmation … as transmitted from the server,” as recited in claims 1, 13, and 69. Accordingly, claims 59, 62, 64, 67, 70, and 72 are not obvious in view of *Kluss*.

Claim 76 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over *Kluss* in view of U.S. Pat. No. 6,463,420 to Guidice et al. (hereinafter *Guidice*). However, since *Guidice* also does not teach a common carrier system in which the shipping entity submits booking requests to the server, or confirmation is received as transmitted from the server, the addition of *Guidice* fails to overcome the deficiencies of *Kluss* previously discussed. Accordingly, claim 76 is not obvious over *Kluss* in view of *Guidice*.

If any fees are required or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733 accordingly.

All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the examiner believes the application is not in condition for allowance or there are any questions, the examiner is invited to contact the undersigned at (202) 824-3184.

Respectfully submitted,

BANNER & WITCOFF, LTD.

Dated: February 22, 2006

By:

  
Christopher R. Glembocki  
Reg. No. 38,800

1001 G Street, N.W.  
Washington, D.C. 20001-4597  
Tel: (202) 824-3000  
Fax: (202) 824-3001